09/616746
07/14/00

DOCKET NO. O00-009A

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail service No. EI574703067US in an envelope addressed to: Box Patent Application, Assistant Commissioner for Patents, Washington, DC. 20231 on July 13, 2000 For: The Gates Corporation
Signature Sonja Hallen Date signed: July 13, 2000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: The Gates Corporation Rule 47(b) Applicant a Delaware Corporation, and Nick Sevastian, a natural person. Filed: Serial No.: For: LENS	Cover Letter for Application Filed Under 37 C.F.R. 1.47(b)

BOX Patent Application
Assistant Commissioner for Patents
Washington, DC 20231

Dear Sirs:

The attached Non-provisional Application entitled "Lens" is hereby filed pursuant to 37 C.F.R. 1.47(b) by the Applicant, The Gates Corporation dba The Gates Rubber Company, a Delaware Corporation.

Respectfully submitted,

Jeffrey A. Thurnau July 13, 2000

Jeffrey A. Thurnau
Attorney for Applicant/Reg. No. 42,183
303 744-4743

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail No. EL574703067US in an envelope addressed to: Box Application, Assistant Commissioner for Patents, Washington, DC 20231 on: Date July 13, 2000 For: The Gates Corporation
Signature: Sonja L. Tallis Date Signed: July 13, 2000

1C490 U.S. PTO 09/616746 07/14/00

Docket O00-009A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

July 13, 2000

In re Application of:	)	
	)	
The Gates Corporation,	)	
Rule 47(b) Applicant	)	
a Delaware corporation	)	
and	)	
Nick Sevastian,	)	Petition for Application
a natural person	)	Under 37 CFR 1.47(b)
Filed:	)	
	)	
Serial No.:	)	
	)	
For: LENS	)	

Office of Initial Patent Examination
Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sirs:

This is a petition under 37 CFR 1.47(b) for filing an application when the inventor refuses to execute an application for patent. This Petition is appended to the Declaration.

Applicant hereby requests the Commissioner to accept this filing under 37 CFR 1.47(b) based upon the following:

1. **Basis of the petition.** Inventor Nick Sevastian is the sole inventor of the invention disclosed and claimed in the attached non-provisional application (entitled "Lens"). Mr. Sevastian refused in writing to assign the invention disclosed in the attached application to the Applicant. Mr. Sevastian's refusal was in response to being presented with a provisional application for the subject invention, which included a power of attorney and assignment papers. A copy of the provisional application and assignment as presented to Mr. Sevastian is attached as Exhibit A.

2. **Applicants relationship with Inventor.** The inventor is an employee of the Applicant. He was hired as an engineer by Gates Canada, Inc., a subsidiary of Applicant, The Gates Corporation, on January 4, 1999. He has been continuously employed by the Applicant since that time up to and including the date of this petition.

3. **Delivery of application to last known address of Inventor.** The application for patent was delivered to Mr. Sevastian at his home and last known address (1095 Riverside Drive, E. Windsor, Ontario, Canada N9A 2T6), by Federal Express, Tracking Number 8173 0780 0506, mailed June 13, 2000. The Fed Ex Air Waybill is attached as Exhibit B. Mr. Sevastian took delivery of the application package.

4. **Inventor's written refusal to assign invention to Applicant.** Upon receipt of the provisioanl application and the request from the Applicant to execute the assignment (Exhibit A) of the invention to the Applicant, Mr. Sevastian responded through his attorneys, Kirwin Partners LLP, by letter dated June 23, 2000 that he would not sign the assignment nor execute the other included documents unless and until Applicant agreed to compensate Mr. Sevastian for the invention. Mr. Sevastian states his reasons for refusing to execute the assignment in his attorney's letter, attached as Exhibit C. Mr. Sevastian continued to refuse to execute the application papers by verbal communication from his attorney to the undersigned up to July 12, 2000.

5. **Applicant has a proper proprietary interest in the invention.** Mr. Sevastian signed an "Employee Confidential Information, Invention and Copyright Agreement" (the "Agreement") dated January 4, 1999, and a second form of the same Agreement on February 29, 2000 wherein he agreed in writing each time to assign the present invention to Applicant, The Gates Corporation. A copy of the Agreement is attached as Exhibit D. Pages 6 and 7 of Exhibit D were signed by Mr. Sevastian on January 4, 1999. Page 8 of Exhibit D was signed by Mr. Sevastian on February 29, 2000. Each page signed by Mr. Sevastian was countersigned by an authorized Gates representative. In neither case did Mr. Sevastian claim as his own the instant invention as required by Section 19 of the Agreement. The relevant language in Clause 5 of the Agreement is as follows:

> "I agree, during my employment with the Company, to assign to the Company my entire right, title and interest in all Inventions, Confidential Information, and Copyright Works which I have communicated to, or have a duty to communicate to, the Company under Clause 4 above."
>
> Clause 4 of each Agreement provides:
> "Upon conception, all Inventions, Confidential Information, and Copyright Works shall become the property of the Company

whether or not patent, or copyright applications are filed on the subject matter of the conception."

Mr. Sevastian signed a Gates Statement of Invention (SOI) dated January 2, 2000 wherein he disclosed the instant invention to Applicant. The Gates SOI is a confidential internal document prepared by an inventor when the inventor submits an invention to Gates as required by the Agreement. On the SOI Mr. Sevastian claims a date of conception of January 15, 1997, however, no documents other than the SOI have been provided to support this date.

Page 9 of Exhibit D was submitted to Applicant by Mr. Sevastian on March 13, 2000. It is not effective to reserve the invention to Mr. Sevastian individually since it was not executed by the parties and it occurred after he had signed the Agreement in blank twice prior.

6. **This filing is necessary to preserve the rights of the parties.** Mr. Sevastian is obliged by the Agreement to assign the invention to the Applicant. His actions indicate that Mr. Sevastian intends to proceed with exploitation of the invention and may reasonably be expected to go into competition with the Applicant. This is reinforced by his refusal to execute the assignment as required by the Agreement and by position expressed in his attorney's letter of June 23, 2000 (Exhibit C) looking toward "development of this new product", presumably for commercial exploitation.

7. **Person signing on behalf of Applicant corporation.** As required by 37 CFR 1.47(b), the Declaration to which this Petition is appended is signed by James E. Nelson, the Vice President and General Counsel of the Rule 47(b) Applicant, The Gates Corporation.

8. **Fees.** The Commissioner is authorized to charge the fee as required by 37 CFR 1.17(i) against Deposit Account No. 07-0475.

9. **Relief Requested.** Applicant respectfully requests that this petition and application be found proper, complete and acceptable and that the application be forwarded to the Examining Groups for examination.

Respectfully submitted,

Dated: July 13, 2000

Jeffrey A. Thurnau
Attorney for Applicant/Reg. No. 42,183
303 744-4743

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail NO. EL574703067US addressed to: Box Application, Assistant Commissioner for Patents, Washington, DC 20231 on: Date July 13, 2000 For: The Gates Corporation
Signature: Date Signed: July 13, 2000

jc490 U.S. PTO 09/616746 07/14/00

Docket O00-009A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

The Gates Corporation,
Rule 47(b) Applicant,
a Delaware corporation,
and
Nick Sevastian,
a natural person.

Filed:

Serial No.:

For: LENS

Affidavit for
Petition for Application
Under 37 C.F.R. 1.47(b)

Office of Initial Patent Examination
Assistant Commissioner for Patents
Washington, D.C. 20231

Affidavit of Frank Byrne

This Affidavit is submitted pursuant to 37 C.F.R. 1.47(b). I, Frank Byrne, having first hand knowledge of the facts set forth herein, and having been duly sworn hereby attest to the following:

1. My name is Frank Byrne. I am employed by Applicant, The Gates Corporation. My job title is Regional Commercialization Center Manager. My work address is The Gates Rubber Company, 3303 St. Etienne Boulevard, Windsor, Ontario, Canada, N8W 5B1.

2. The inventor, Mr. Nick Sevastian, was hired by the Applicant on January 4, 1999. Mr. Sevastian was hired as an engineer to provide technical design expertise and assistance for projects relating to Applicant's business. Mr. Sevastian receives his work assignments for various projects from me. His

assignments depend upon the needs of the Applicant. He has been continuously employed by the Applicant since his hiring date and is currently employed by the Applicant as of the date of this Affidavit. Mr. Sevastian reported to me at the time he conceived the Lens invention and continues to report to me while performing his job duties.

3. Upon being hired, Mr. Sevastian signed an agreement on January 4, 1999 entitled "Employee Confidential Information, Invention and Copyright Agreement" ("Agreement"). The Agreement requires Mr. Sevastian during his employment with the Applicant to assign to the Applicant all such inventions, including the Lens invention. Mr. Sevastian complied with this requirement when he submitted the invention to the Applicant on a Statement of Invention form dated January 2, 2000.

4. As required by Clause 4 and 5 of the Agreement, the Lens invention was conceived while Mr. Sevastian was employed by the Applicant in late 1999 based upon conversations I had with him during that time. It was further developed by Mr. Sevastian in part or entirely on time for which he was paid by the Applicant, including during April, 2000, during the weeks of April 10 to 24, 2000. I was aware of this because Mr. Sevastian discussed the work he was performing on the Lens invention with me during Company business hours.

5. Mr. Sevastian used resources of the Applicant, including other employees, Applicant's computer facilities, copying machines, the Applicant's Statement of Invention process and the Applicant's Patent Department. The Lens invention relates to reasonably anticipated business of the Applicant, which is automotive related products.

6. The Lens invention that is the subject of this application was conceived by Mr. Nick Sevastian while employed by the Applicant.

Further Affiant sayeth naught.

Sworn before me, WILLIAM KEITH KENDRICK in Windsor, Ontario, Canada, on this 11 day of July, 2000.

Signature of Notary Public

WILLIAM KEITH KENDRICK
A Notary Public in and for the
Province of Ontario, Canada.
My appointment is for life.

Frank Byrne

TO: Nick Sevastian

FROM: Jef Thurnau

DATE: 6/13/00

RE: O00-009; Lens – Patent Application

Nick;

Please review the enclosed documents. If they are in order, please sign the Power of Attorney and the Assignment in the noted places. Your signature on the Assignment should be notarized. Retain the check and return the documents to me in the enclosed envelope.

B14EZ0007

The Gates Corporation Denver, Colorado 25628 REMITTANCE ADVICE 484221

INVOICE DATE	INVOICE ID	DESCRIPTION	CASH DISCOUNTS	NET AMOUNT
09-JUN-00	CKR11758	H ASSIGNMENT OF PATENT RIGHTS DOCKET NO 000-009P "LENS" (C CASTLEMAN)	0.00	25.00
		TOTALS	0.00	25.00

000127
110912

5980-0098-9401 Moore North America. ©1999, SecureScan™ Patents 5,018,767; 5,193,853; and other patents pending. PressureSeal Patents 4,928,875; 4,918,128. - 0221

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Gates®

The Gates Corporation/Paying Agent For
The Gates Rubber Company – Gates Export Corporation
P.O. Box 5887 Denver, CO 80217-5887

484221 62-20/311

13-JUN-00

AMOUNTS
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DOLLARS CENTS

Twenty-Five and NO/100 Dollars

PAY TO NICK SEVASTIAN
1095 RIVERSIDE DR
E WINDSOR
ONTARIO CANADA, N9A-2T6

ACCOUNTS PAYABLE ACCOUNT

Margaret E Vadap
Divisional Controller & V.P.

Citibank Delaware
One Penn's Way
New Castle, DE 19720

⑈484221⑈ ⑆031100209⑆ 3858263 2⑈

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

POWER OF ATTORNEY

Docket No.
O00-009P

Name of Applicant: Nick Sevastian
Address of Applicant: 1095 Riverside Dr.
E Windsor, Ontario, Canada N9A-2T6

Title: "LENS"

Serial No., if Any:
Filed:

TO THE ASSISTANT COMMISSIONER FOR PATENTS

The Assistant Commissioner for Patents
Washington, D.C. 20231

Honorable Sir:
I hereby appoint:

CASTLEMAN; Curtis	Reg. No. 25,495
AUSTIN; Steven	Reg. No. 34,541
THURNAU; Jeffrey	Reg. No. 42,183
OLSON; Maria	Reg. No. 40,111

as principal attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Please direct all future correspondence to:

Jeffrey Thurnau
The Gates Corporation
Mail Stop: 31-4-1-A3
900 S. Broadway
Denver, CO 80209

By: _____

Nick Sevastian

Dated: _____

ASSIGNMENT

In consideration of the sum of Twenty-Five ($25.00) Dollars and other good and valuable consideration paid to the undersigned (hereinafter designated as "undersigned"),

Name of Inventors: Nick Sevastian
1095 Riverside Dr.
E Windsor, Ontario, Canada N9A-2T6

the undersigned agrees to assign, and hereby does assign, transfer, and set over unto:

Name of Assignee	THE GATES CORPORATION
Address of principal place of business	900 South Broadway Denver, CO 80209
State of Incorporation	a corporation of Delaware

(hereinafter designated as the "ASSIGNEE") the entire right, title, and interest for the United States and all foreign countries (including protection in foreign countries via the Patent Cooperation Treaty), in the invention, and all applications for patent including provisionals, non-provisionals, counterparts, and PCT applications and any Letters Patent which may be granted therefor, the application (hereinafter designated as "application") being known by the Title:

"LENS"

Attorney Docket No. O00-009P
which is ☐ attached or ☐ referenced in:

☐ U.S. Non-Provisional Application Serial No.: _____ Filing Date: _____
(Day/Month/Year)
Executed On: _____
(Day/Month/Year)

☐ PCT Application Serial No.: _____ Filing Date: _____
(Day/Month/Year)

☐ and which claims priority from one or more United States provisional patent applications, the earliest of which is:

Provisional Application No.: Filing Date:
(Day/Month/Year)

(☐ See Annex for additional Provisional Application Nos. and Filing Dates)

1. The undersigned agrees to execute all papers necessary in connection with the application and any counterpart application(s) in the United States and foreign countries, including but not limited to continuing prosecution applications (CPAs), continuations, continuations-in-part, divisions, reexaminations and reissues or extensions thereof, and also to execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient.

2. The undersigned agrees to execute all papers necessary in connection with any interference which may be declared or litigation concerning this application and any counterpart application(s), or in connection with any opposition or nullity proceeding, and to cooperate with the ASSIGNEE in every way possible in obtaining evidence and in conducting such interference, litigation, opposition or nullity proceeding.

3. The undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4. The undersigned agrees to do all other acts which, in the opinion of ASSIGNEE, may be necessary or desirable to secure the grant of Letters Patent to ASSIGNEE or its nominees, in the United States and in all other countries where ASSIGNEE may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in ASSIGNEE or its nominees the full and complete legal and equitable title to all such Letters Patent.

5. The undersigned hereby authorizes and requests the Commissioner of Patents in the United States and the appropriate national or regional authority in each foreign country to issue any and all Letters Patents resulting from said application or any counterpart application(s) thereof and any reexaminations, reissues and extensions to the said ASSIGNEE, as ASSIGNEE of the entire interest, and hereby covenants that the undersigned has full right to convey the entire interest herein assigned, and that the undersigned has not executed and will not execute, any agreement in conflict herewith.

6. The undersigned hereby grants ASSIGNEE the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at _____ this ____ day of _____, 2000.



Inventor (Signature)

Nick Sevastian (Printed Name)

Witness_____ Date_____ Witness _____ Date _____

ACKNOWLEDGMENT

STATE OF }
} SS:
COUNTY OF }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this_____ day of_____, 2000.

Notary Public

Printed Name

Outside the USA: Two witnesses are required when acknowledgment before a Notary Public is not feasible.

_____ _____
Witness Date

_____ _____
Witness Date

Docket Number 000-009A

Title

Lens

Field of the Invention

The present invention relates to lenses, and more particularly to signal lenses comprising a bundle of adjacent light transmitting elements.

Background of the Invention

Light transmitting elements, including fiber optic cable is well known for various uses. Its defining trait is its ability to transmit light from a source to an emitter with minimal losses over short or long distances.

It is also known that various vehicles rely on marker lights and headlights, among others, to make them visible during evening hours as well as to provide information to others regarding turns and other vehicular movements.

Marker and headlight lenses have been used in vehicle lighting applications for many years. The lenses generally comprise a transparent plastic or glass material having a tint or color added as necessary to the application. The lens then colors the emitted light as well as providing protection to the bulb. Prior art lenses also comprise a plurality of adjacent convex lens' giving a dot matrix appearance to the marker light in operation.

Prior art uses of the fiber optic cable is primarily focused on transmitting light from a source to an emitter without taking advantage of other unique features of the cable, for example, light transmission efficiency over short distances and the numerical aperture. Further, the

plastic lens presents a noticeable feature on a vehicle surface, regardless of its state of operation.

Representative of the art is U.S. patent no. 5,826,966 (1998) to Schwing that discloses a lighted bumper guide that uses a singe fiber optic filament extending from a light source to allow a driver to identify the extremity or ends of the bumper of a vehicle.

Also representative of the art is U.S. patent no. 5,384,881 (1995) to Miller that discloses a multi-lens luminaire having a generally tubular macro-housing having a plurality of generally tubular micro-housings, each micro-housing retaining a fiber optic light guide emitting light from a remote source of illumination.

The prior art does not teach use of short fiber optic cable strands in an array used as a lens with a light source. The prior art does not teach orienting the fiber optic strands in a single lens to discriminate between different light sources. Nor does the prior art teach use of adjacent, light transmitting elements in an array. The prior art does not teach use of fiber optic strands coordinated with a vehicle surface in such a way as to render a marker lens invisible when not is use.

What is needed is a lens comprising a bundle of light transmitting elements. What is needed is a lens comprising a bundle of light transmitting elements inclined at an angle to a light source. What is needed is a lens comprising a bundle of fiber optic cable strands. What is needed is a lens comprising a bundle of light transmitting elements that discriminate between different light sources. What is needed is a lens comprising fiber optic strands coordinated with a vehicle surface in such a way as to

render a marker lens invisible when not is use. The present invention meets these needs.

Summary of the Invention

The primary aspect of the invention is to provide a lens comprising an array of fiber optic cable strands.

Another aspect of the invention is to provide a lens comprising an array of fiber optic cable strands inclined at an angle to a light source.

Another aspect of the invention is to provide a lens comprising an array of short fiber optic cable strands.

Another aspect of the invention is to provide a lens comprising an array of fiber optic cable strands which discriminate between different light sources.

Another aspect of the invention is to provide a lens comprising fiber optic strands coordinated with a vehicle surface in such a way as to render a marker lens invisible when not is use.

Other aspects of the invention will be pointed out or made obvious by the following description of the invention and the accompanying drawings.

The invention is a lens. The light transmitting portion of the lens comprises a plurality of fiber optic strands forming an array arranged parallel to each other in a side-by-side manner. The fiber optic strands are also inclined at an angle to a surface of the lens. This defeats any direct reflection from the interior of the lens, which gives virtual invisibility to the lens face when not in use. It also allows the lens to transmit the color of a reflective panel disposed behind the lens. In operation, with the light source illuminated, the lens is then lit displaying the color of the light source or of the

color of the strands or both. In an alternate embodiment, the strands are arranged so that different groups of strands are each is focused on one or a group of light sources in an array of light sources.

Brief Description of the Drawings

The accompanying drawings, which are incorporated in and form a part of the specification, illustrate preferred embodiments of the present invention, and together with a description, serve to explain the principles of the invention.

Fig. 1 is an elevation view of the prior art.

Fig. 2 is an elevation view of the inventive lens in operation.

Fig. 3 is a rotated sectional view of the inventive lens.

Fig. 4 is a plan view of light transmitting elements.

Detailed Description of the Preferred Embodiment

Fig. 1 is an elevation view of the prior art. The prior art lens A is shown on a vehicle bumper. The lens is immediately apparent on the surface of the bumper.

Fig. 2 is an elevation view of the inventive lens in operation. The lens 100 is shown in the same position as the prior art lens. The surface of lens 100 is flush with the outer surface of the bumper. The lens is an integral part of the bumper structure and as such no surface features of the lens are present, such as ridges or depressions.

Fig. 3 is a rotated sectional view of the inventive lens. A plurality of fiber optic strands or light transmitting elements 10 forming an array or bundle are

arranged parallel to each other in a side-by-side manner. The strands comprise those known in the art having a core and cladding with different refractive indexes. The strands are embedded or molded into the material comprising the bumper 11 or other vehicle structural component.

The bundled fiber optic strands form a substantially planar surface. However, one skilled in the art can appreciate that the strands may also be arranged so that the form of the lens conforms to any contour required by a designer. The axis of the fiber optic strands in the lens is inclined at an angle α to a normal to surface 15. Angle α in typically in the range of 0° to 45°. The optimum angle is determined by the location of the major axis of each strand as compared to the location of the light source 13. More distant strands may be angled more severely toward the light source. Strands adjacent to the light source being less inclined.

In an alternate embodiment, the strands are arranged so the axis of each strand is aligned with a single light source in an array of light sources. This assures maximum light gathering by each strand as a function of the light acceptance angle of each optical fiber. One skilled in the art can appreciate that different parts of the lens may have strands that are oriented toward different light sources, depending on the number and location of the light sources.

The ends 16 of the fiber optic strands are flush with an outer surface 15 of the bumper or other structure. Outer surface 15 is generally transparent, although a tint may be added as required by a user. Outer surface 15 may also have a thickness on the order of 0.5mm, so no structural

feature of the lens appears on the otherwise continuous outer surface of the bumper or other component.

A reflective surface 12 is placed substantially parallel to and located to one side of the planar surface or layer of the fiber optic strands opposite the outer surface 15. A light source 13 is placed between the reflective surface and the planar surface. A light ray 14 emitted by the light source is typically reflected by the reflective surface. It is received through an end 17 of a fiber optic strand. The light ray is transmitted through the fiber optic strand and emitted from end 16. The reflective surface may also comprise a series of reflective ridges that more efficiently reflect and thereby direct the light rays from the light source toward ends 17. The form of each ridge depends on the location of each strand in the array. The shape and arrangement of the ridges is also a function of the numerical aperture of the strands and enhances coupling the light from the light source to the strands.

A plurality or array of light sources may also be included, depending on the needs of the user. For example, a yellow light source and a red light source may be used to depict a turn signal (yellow) and a brake signal (red). The light source may comprise a RBG LED or any other light source known in the art. Each light source may also comprise the termination of a fiber optic cable routed from a remote light source.

In an alternate embodiment, a plurality of fiber optic light sources may each be connected to the end 17 of each strand. Each fiber optic light source would then be individually controllable allowing customization of the appearance of the lens during operation. The lens could

display a variety of colors or text, for example "STOP", as required by a user using known light source control methods and apparatus.

The diameter of the fiber optic strands is in the range of 10μm up to 1 cm. The thickness, t, of the fiber optic bundle layer is set according to the design needs of the user.

Fig. 4 is a plan view of light transmitting elements. Strands 10 each have a diameter d_1. The figure depicts a set of three strands, although the relationship can be applied to any number of strands. Connecting tangent points taken on each adjacent strand results in a triangle. Generally, the triangle will be equilateral. A line drawn from a tangent point to the center of an opposing line will have a length d_2. In the preferred embodiment, $d_2 < d_1$. The intensity of the transmitted light from the lens is a function of this relationship. Increasing d_1 while holding d_2 constant will increase the intensity of the emitted light. On the other hand, decreasing d_1 while holding d_2 constant will decrease emitted light while enhancing the chameleon effect, that is, rendering the location and appearance of the lens undetectable by an observer when the light source is not illuminated.

Although a single form of the invention has been described herein, it will be obvious to those skilled in the art that variations may be made in the construction and relation of parts without departing from the spirit and scope of the invention described herein.

Abstract

The invention is a lens. The light transmitting portion of the lens comprises a plurality of fiber optic strands arranged parallel to each other in a side-by-side manner, forming a planar layer. The fiber optic strands are also inclined at an angle to a surface of the lens. This defeats any reflection from the interior of the lens, which gives virtual invisibility to the lens face or surface when the light source is not in use. In operation, when a light source is illuminated, the lens is then lit, displaying the color of the light source or of the color of the strands.

Claims

I claim:

1. A signal lens system comprising:

a light source;

a reflective surface;

a plurality of light transmitting elements arranged adjacent and parallel to each other to form a substantially planar layer; and

the light source located between the reflective surface and the planar layer.

2. A lens comprising:

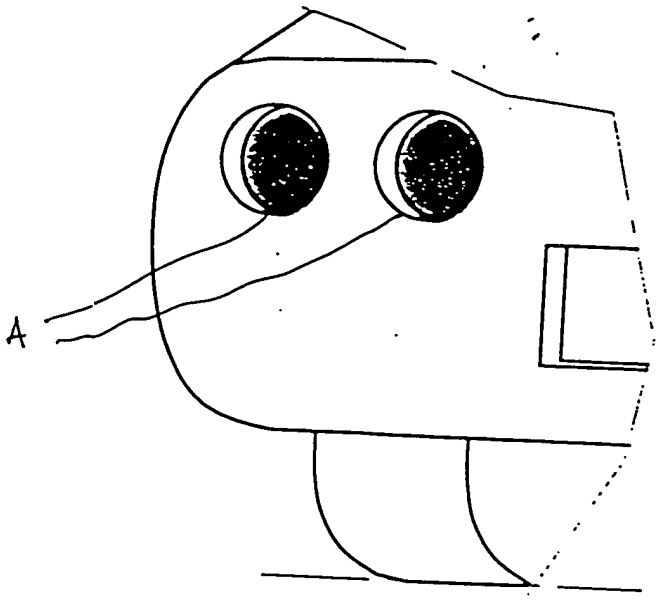
a reflective surface; and

a plurality of light transmitting elements arranged adjacent and parallel to each other to form a bundle describing a substantially planar layer; and

the reflective surface arranged substantially parallel to the planar layer whereby a light may be reflected from the reflective surface and received by at least one fiber optic strand.

3. A lens comprising:

a plurality of light transmitting elements arranged adjacent and parallel to each other to form a bundle describing a substantially planar layer.



PRIOR ART

FIG. 1

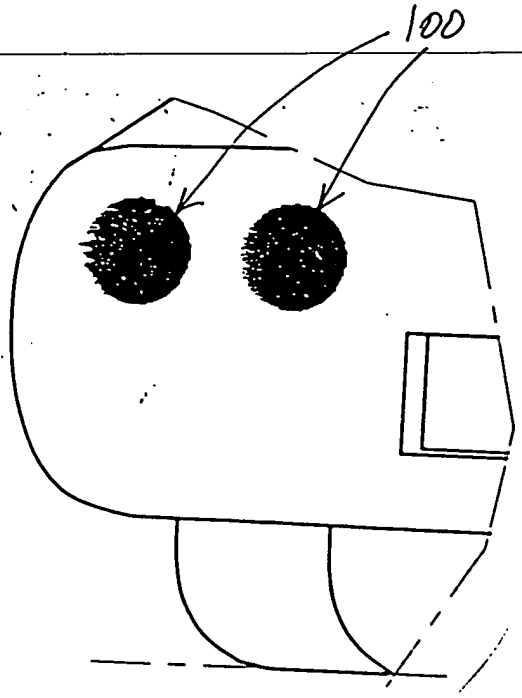


FIG. 2

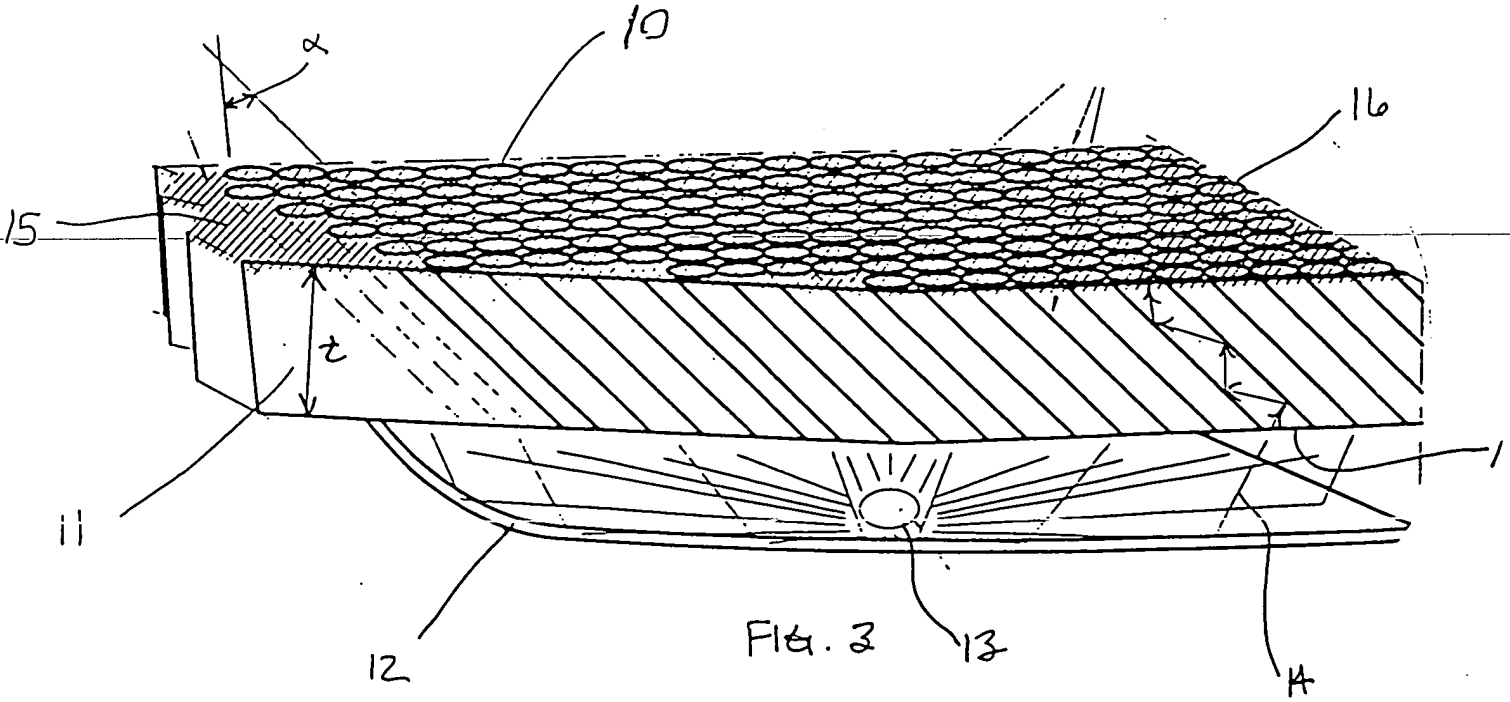


FIG. 3

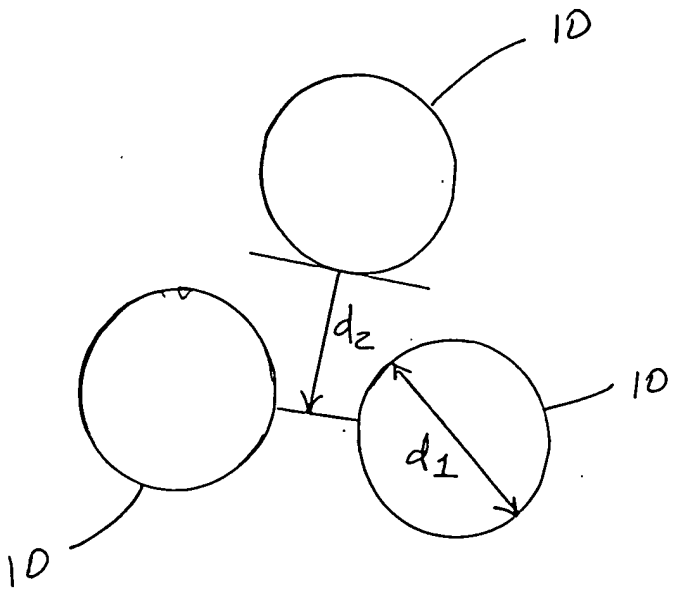


Fig. 4

4750 12582177

FedEx. International Air Waybill

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Sender's Copy

1 From *Please print and press hard*

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Sender's Name Jeffrey Thurnau | Phone 303 744-4743

Company GATES RUBBER CO/LEGAL DEPT

Address 900 S BROADWAY

DENVER | CO | US | ZIP Postal Code 80209

2 Your Internal Billing Reference First 24 characters will appear on invoice. OPTIONAL

3 To

Recipient's Name Nick Sevastian | Phone

Company

Address 1095 Riverside Dr. | Dept./Floor

E Windsor

City ONTARIO | State Province

Country CANADA | N9A-2T6 | ZIP Postal Code

Recipient's Tax I.D. number for Customs purposes
e.g., GST/RFC/VAT/IN/EIN, or as locally required

4 Shipment Information

☐ For EU Only: Tick here if goods are not in free circulation and provide C.I.

ALL shipments can be subject to Customs charges.†

Total Packages (Shipper's Load and Count/SLAC) _____ Total Weight _____ ☐ lbs. ☐ kg DIM L / W / H ☐ in. ☐ cm

Commodity Description	Harmonized Code	Country of Manufacture	Value for Customs
Document			$1

For U.S. Export Only: Check One
☐ No SED required per FTSR 30.39 (provide CAS/SAS) or per Exemption number
☐ No SED required, value $2500 or less per Schedule B Commodity number
☐ SED attached, provide export license no. and exp. date or license exception symbol (w/ECCN if applicable)

Total Declared Value for Carriage

Total Value for Customs (Specify Currency)

5 Express Package Service *Packages up to 150 lbs. / 68 kg*

For packages over 150 lbs. (68 kg), use the FedEx Expanded Service Intl. Air Waybill.

☐ FedEx Intl. Priority
☐ FedEx Intl. First — Available to select locations. Higher rates apply.
☐ _____
☐ FedEx Intl. Economy — FedEx Letter/Envelope/Pak rate not available

6 Packaging

These unique brown boxes with special pricing are provided by FedEx for FedEx Intl. Priority only.

☐ FedEx Letter/Envelope ☐ FedEx Pak ☐ Other Pkg. — Includes FedEx Box, FedEx Tube, and customer pkg. ☐ FedEx 10kg Box ☐ FedEx 25kg Box

7 Special Handling

☐ HOLD at FedEx Location ☐ SATURDAY Delivery — Available to select locations

Shipper must check / tick:
☐ This shipment does not contain Dangerous Goods.
Dangerous Goods cannot be shipped using this Air Waybill.

8a Payment *Bill transportation charges to:*

Enter FedEx Acct. No. or Credit Card No. below.

☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash Check/ Cheque

FedEx Acct. No. / Credit Card No.

Credit Card Exp. Date

FedEx Use Only

8b Payment *Bill duties and taxes to:* †FedEx cannot estimate Customs charges.

Enter FedEx Acct. No. below.

☐ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party

FedEx Acct. No.

9 Required Signature

Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill, and you represent that this shipment does not require a U.S. State Department License. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss, or delay, as described in the Conditions of Contract.

WARNING: These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law prohibited.

Sender's Signature: | Date Executed:

This is not authorization to deliver this shipment without a recipient signature.

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For Completion Instructions, see back of fifth page.

PART 154085-Rev. Date 11/98
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c

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N9A 4K4

Our File # 12111
June 23, 2000

BY FAX: (303) 744-4653 (PAGES - 1)

The Gates Corporation
900 South Broadway
Denver, Colorado USA 80209

Attn: Jeff Thurnau

Dear Sir:

Re: Nick Sevastian - Lens - Patent Application

We are the solicitors for Mr. Nick Sevastian.

Our client has forwarded to me, a copy of the Assignment Agreement, pertaining to the Chameleon Lens Invention ("the Chameleon").

As you are aware, the Chameleon was expressly excluded in the Application for Employment which was executed by our client and by The Gates Corporation ("Gates").

The Chameleon bears no resemblance whatsoever to any of the products produced by Gates and was designed during our client's own time.

My client has been pleased with what he perceives to be the enthusiasm that Gates has displayed towards the Chameleon and by entrusting this invention to you, my client was looking forward to forging a new relationship between my client and Gates in the development of this new product.

Therefore, before my client will execute an assignment agreement, it is necessary for an agreement to be entered into which will provide a means of compensation to my client for his invention.

It is my client's most sincere hope that both he and Gates will mutually benefit from his invention.

I look forward to hearing from you.

Yours very truly,
KIRWIN PARTNERS LLP

DANTE D. GATTI

DDG:rb
(g....\user\rbuzzeo\clients\12111\june2300.thu)

Name Nick Sevastian Social Security No.(U.S. only) _____
Corporate Entity Gates Location Windsor

THE GATES CORPORATION

Employee Confidential Information
Invention and Copyright Agreement

1. Employment

It is understood and agreed that this Invention and Copyright Agreement entered into between myself and the Company (as defined below) does in no way constitute a guarantee of my employment with the Company and is predicated on the truthfulness of the statements made or acknowledged by me on my Employment Application Form. Any misrepresentation on said Employment Application Form is cause for termination of my employment with the Company. I understand and acknowledge that my employment with the Company is not for any definite period and is terminable at either my will or the Company's will, at any time, without notice, without cause and without any specific prior disciplinary procedures.

2. Definitions

For the purposes of this Agreement, the following words shall have the following meanings:

(a) "Company" means The Gates Corporation (a Delaware corporation) and its subsidiaries, divisions and affiliates as well as majority-owned companies of such subsidiaries, divisions and affiliates, or their successors;

(b) "Confidential Information" means information (1) disclosed to or known by the undersigned Employee as a consequence of or through his/her employment with the Company, (2) not generally known outside the Company, and (3) which relates to the Company's business. "Confidential Information" is intended to include, without limitation, trade secrets, drawings, manuals, notebooks, reports, models, prototypes, ideas, inventions, formulas, processes, machines, compositions, data, electronic files and diskettes, computer programs, accounting methods, customer lists, business plans and information systems;

(c) "Invention" means any new or useful art, discovery, suggestion, ideas contribution, finding or improvement, whether or not patentable, and all related know-how; and

(d) "Copyright Works" are materials for which copyright protection may be obtained, including but not limited to: literary works, catalogs, computer programs, artistic works (including designs, graphs, drawings, blueprints and other works), recordings, photographs, slides, motion pictures and audio-visual works.

3. Consideration

In consideration of my employment or continued employment in any capacity with the Company, the salary or wages paid for my services in the course of such employment, and the use of the facilities and experiences of the Company, I voluntarily agree as follows:

4. Notify Company

Upon conception, all Inventions, Confidential Information, and Copyright Works shall become the property of the Company whether or not patent, or copyright applications are filed on the subject matter of the conception. I will communicate to the Company promptly and fully all Inventions, (whether or not patentable), all Confidential Information, and Copyright Works made or conceived by me (solely or jointly with others) during the period of my employment with the Company: (a) which correspond or relate to the actual or reasonably anticipated business, work, investigations, research or development of the Company at the time of the conception, or (b) which result from or are suggested by any work which I have done or may do for or on behalf of the Company, or (c) which are developed, tested, improved, or investigated either in part or entirely on time for which I was paid by the Company or using any resources of the Company.

5. Assign Rights

I agree, during my employment with the Company, to assign to the Company my entire right, title and interest in all Inventions, Confidential Information, and Copyright Works which I have communicated to, or have a duty to communicate to, the Company under Clause 4 above. I also agree to execute at any time during or after my employment an assignment for each such Invention, Confidential Information, or Copyright Work as the Company may request and on such forms as the Company may provide. I will promptly and fully assist the Company during and subsequent to my employment, including the review and signing of papers, without reimbursement (other than a reasonable payment for substantial time involved, in the event employment with the Company has terminated), but at the expense of the Company,

to obtain for the benefit of the Company patents, copyrights, or other proprietary rights for Inventions, or Copyright Works, or in connection with the enforcement or transfer of any rights therein, in any and all countries irrespective of whether I personally believe such Inventions to be patentable or valid or Copyright Works to be protectable.

6. Notice of Rights Under Applicable Law

No provision in this employment agreement is intended to require assignment of any of my rights in an Invention for which no equipment, supplies, facilities or trade secret information of the Company was used, and which was developed entirely on my own time (1) which does not relate directly to the business of the Company or to the actual or demonstrably anticipated business, research or development of the Company, or (2) which does not result from any work performed by me for the Company.

7. Rights to Copyright

Unless otherwise agreed in writing by the Company, all Copyright Works fixed in any tangible form, prepared by me (alone or jointly with others) within the scope of my employment with the Company, shall be deemed a "work made for hire" under the copyright laws and shall be owned by the Company. I understand that any assignment or release of such works can only be made by the Company. I will do everything reasonably necessary to enable the Company or its nominee to protect its rights in such works. I shall hold any writings in confidence unless the Company authorizes publication.

8. Keep Records

I will keep and maintain adequate and current written or other records of all Inventions, Confidential Information, and Copyright Works in the form of notes, sketches, drawings, reports, statements of invention, electronic files or other documents relating thereto, which records shall be and shall remain the exclusive property of the Company and shall be available to the Company at all times.

9. Return of Documents

All writings, records and other documents and things containing any Inventions, Confidential Information, or Copyright Works in my custody or possession shall be the

exclusive property of the Company, shall not be copied and/or removed from the premises of the Company, except in pursuit of the business of the Company, and shall be delivered to the Company, without retaining any copies, upon the termination of my employment or at any time as requested by the Company.

10. Nondisclosure of Confidential Information

I agree not to disclose any Confidential Information of the Company, including information received in confidence by the Company from others, either during or after my employment with the Company, except upon written consent of the Company. It is understood that such Confidential Information of the Company includes matters that I conceive or develop as well as matters I learn from other employees of the Company. I will not, except as the Company may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon or publish any Confidential Information or proprietary information of the Company, or authorize anyone else to do these things at any time either during or subsequent to my employment with the Company. This clause shall continue in full force and effect after termination of my employment. My obligations under this clause of this Agreement with respect to any specific confidential information shall cease when that specific portion of the Confidential Information becomes generally known outside the Company.

11. Confidential Information of Prior Employers

I will not disclose or use during the period of my employment with the Company any proprietary or confidential information which I may have acquired because of employment with an employer other than the Company, whether such information is in my memory or embodied in a writing or other physical form.

12. Other Contracts

I represent and warrant that I am not a party to any existing contract relating to the granting or assignment to others of any interest in Inventions, Confidential Information, or Copyright Works hereafter made by me except insofar as copies of such contracts, if any, are attached to this Agreement.

13. Non Compete During Employment

During the period of my employment with the Company, I shall not directly or

indirectly compete with the Company in the development, production, marketing or supplying of any product or service with which the Company is involved , nor will I aid or become associated with others involved in any such acts.

14. Reaffirm Obligations

Upon termination of my employment with the Company, I shall, if requested by the Company, reaffirm in writing my recognition of the importance of maintaining the confidentiality of the Company's Confidential Information and reaffirm all other relevant obligations set forth in this Agreement.

15. Inducement of Employees

During my employment by the Company and for a period of two (2) years thereafter, I shall not, directly or indirectly, induce, attempt to induce or aid others in inducing a salaried employee of the Company to accept employment or affiliations involving competitive work with another firm or corporation of which I am an employee, owner, partner or consultant.

16. Assignment After Termination

I recognize that ideas, Inventions, Confidential Information, or Copyright Works relating to my activities while working for the Company and conceived or made by me, alone or with others, within one (1) year after termination of my employment may have been conceived in significant part while employed by the Company, or may be attributable to work I did while employed by the Company. Accordingly, I agree to assign to the Company (and assist the Company as provided in Clause 4 and 5 of this Agreement) all ideas, Inventions, Confidential Information, or Copyright Works conceived by me within one (1) year after termination of my employment with the Company if conceived as a result of and if attributable to work done during my employment.

17. Shop Rights

I agree that the Company shall be entitled to shop rights providing the Company a nonexclusive, paid-up, royalty-free and irrevocable license to make, have made, use and sell any invention or other protectable development (whether patentable or not) conceived or made by me which is not within the scope of the above meaning of the terms "Invention", "Confidential Information", or "Copyright Works", but which was

conceived or made on the time of the Company or with the use of the facilities or materials of the Company or with the use of proprietary information of the Company.

18. Severability

If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of this Agreement shall remain in full force and effect.

19. Prior Conceptions

At the end of this clause, I have set forth what I represent and warrant to be a complete list of all Inventions, if any, patented or unpatented, or Copyright Works including a brief description thereof (without revealing any confidential information of any other party) which I made or conceived prior to my employment with the Company and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If no listing is made, I have no such Inventions or Copyright Works.

Invention, or Copyright Titles
(attach brief description as necessary)

20. Modification of Agreement

This Agreement on behalf of or in regard to the Company may not be changed or modified or released or discharged or abandoned or otherwise terminated, in whole or in part, except by an instrument signed by an officer or other authorized executive of the Company.

21. Understand Agreement

I represent and warrant that I have read and understand each and every provision of this Agreement (and I understand that I am free to obtain advice from legal counsel of my choice, if desired, in order to interpret any and all provisions of this Agreement) and I have freely and voluntarily entered into this Agreement.

22. **Supersede Prior Agreements**

This Agreement replaces and supersedes any existing Agreement entered into between me and Company relating generally to the same subject matter, if any, and shall be binding upon my heirs, executors, administrators and other legal representatives or assigns.

23. **Right of Assignment**

This Agreement may be assigned by the Company to a successor to all or substantially all of the business or assets of the Company or of any division or part of the Company with which I shall be employed. This Agreement will continue in effect upon my transfer from employment by the Company to future reemployment by the Company or by any subsidiary or affiliate or division thereof.

4 JAN 99.

Witness (The Employee's immediate supervisor or other appropriate representative of the Company)

Signed: _____
(Employee's signature, to include Employee's first name in full)

DM HR

Position

Date: 01/04/1999

Countersigned – Company Representative
(Required only when this Agreement supersedes prior agreement)

I represent and warrant that I have read and understand each and every provision of this Agreement (and I understand that I am free to obtain advice from legal counsel of my choice, if desired, in order to interpret any and all provisions of this Agreement) and I have freely and voluntarily entered into this Agreement.

22. **Supersede Prior Agreements**

This Agreement replaces and supersedes any existing Agreement entered into between me and Company relating generally to the same subject matter, if any, and shall be binding upon my heirs, executors, administrators and other legal representatives or assigns.

23. **Right of Assignment**

This Agreement may be assigned by the Company to a successor to all or substantially all of the business or assets of the Company or of any division or part of the Company with which I shall be employed. This Agreement will continue in effect upon my transfer from employment by the Company to future reemployment by the Company or by any subsidiary or affiliate or division thereof.

Signed: _____
(Employee's signature, to include Employee's first name in full)

Witness (The Employee's immediate supervisor or other appropriate representative of the Company)

DESIGN ENGINEER. Date: 02/29/00
Position

_____ 2/29/00
Countersigned – Company Representative
(Required only when this Agreement supersedes prior agreement)

+ REVISED 3-16-00

conceived or made on the time of the Company or with the use of the facilities or materials of the Company or with the use of proprietary information of the Company.

18. Severability

If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of this Agreement shall remain in full force and effect.

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At the end of this clause, I have set forth what I represent and warrant to be a complete list of all Inventions, if any, patented or unpatented, or Copyright Works including a brief description thereof (without revealing any confidential information of any other party) which I made or conceived prior to my employment with the Company and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If no listing is made, I have no such Inventions or Copyright Works.

Invention, or Copyright Titles
(attach brief description as necessary)

CHAMELEON FIBER OPTIC Signal (Origin) System

Addendum to add to Invention & Copyright Agreement drawing for signature by Windsor Rebels 3-16-00. Was not originally part of document signed by Parker

20. Modification of Agreement

This Agreement on behalf of or in regard to the Company may not be changed or modified or released or discharged or abandoned or otherwise terminated, in whole or in part, except by an instrument signed by an officer or other authorized executive of the Company.

21. Understand Agreement